

DECISION



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Eaton
**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

118245

FILE: B-202181.2

DATE: April 26, 1982

MATTER OF: Lundy Electronics and Systems, Inc. --
Reconsideration

DIGEST:

1. Since protester has no contractual rights under delegation of procurement authority, existence of delegation cannot invalidate or otherwise make improper a purchase order issued under a requirements contract to protester's competitor.
2. When protester requesting reconsideration of GAO decision has not shown any error of law or presented any facts which GAO did not previously consider, request for reconsideration will be denied.

Lundy Electronics and Systems, Inc. requests that we reconsider our decision denying its protest against the Army's issuance of a purchase order for "stand alone" optical character recognition equipment¹ to Astronautics Corporation of America. See Lundy Electronics and Systems, Inc., B-202181, March 4, 1982, 82-1 CPD ____. We deny the request for reconsideration.

Under requirements contract No. GS-00C-50167, Astronautics provides remote terminals and various supporting devices for a Department of Defense communications network known as AUTODIN. Since 1975, when the General Services Administration awarded the contract (which has options for up to 96 months), Astronautics has been a mandatory source

¹In telecommunications systems, optical character recognition equipment is used to convert typewritten messages to mediums such as magnetic tape, so that they may be transmitted electronically. "Stand alone" equipment, according to Lundy, does not require a communications processor, but rather is linked directly to such a system.

of supply for virtually all Federal agencies when the contract items meet their needs. In 1977, GSA delegated responsibility for administering the contract to the Army, which issued the protested purchase order under the requirements contract for equipment to be used at Bergstrom Air Force Base, Texas.

In its protest, Lundy alleged that "stand alone" equipment was outside the scope of Astronautics' contract, and that it should have been obtained under a GSA delegation of procurement authority which permitted the Air Force to purchase up to 37 units from Lundy. In our decision, we noted that Lundy did not argue that the equipment should have been procured competitively, but rather contended that since only 30 units had been purchased from it, up to 7 units for Bergstrom Air Force Base were covered by the delegation of procurement authority. We held that because the delegation of procurement authority permitted--but did not require--the Air Force to procure the stated quantity of "stand alone" optical character recognition equipment from Lundy, it created no contractual rights in Lundy. We denied the protest on this basis.

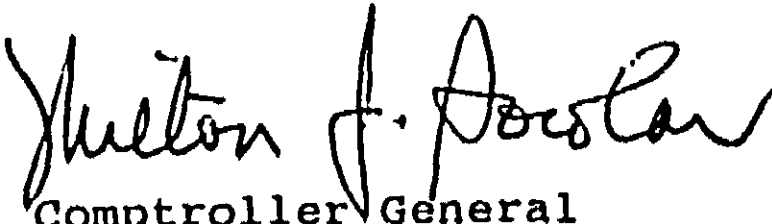
In its request for reconsideration, Lundy asserts that we failed to address its request for a determination that the Air Force may purchase from Lundy the full 37 units covered by the delegation of procurement authority, and is not precluded from doing so by Astronautics' requirements contract.

As indicated in our decision of March 4, this would require a determination as to the scope of the Astronautics contract. While in some instances we may be required to make determinations of this nature, our primary function, in bid protests, is to determine the propriety of the award of particular Government contracts. At issue in Lundy's protest was a purchase order, issued to Astronautics by the Army, for "stand alone" optical character recognition equipment to be used at Bergstrom Air Force Base. Since Lundy has no contractual rights under the delegation of procurement authority, its existence cannot--as a matter of law--invalidate or otherwise make improper the issuance of the purchase order. Having held that, we need not reach the broader questions of the scope of the Astronautics contract and whether it precludes further exercise of the delegation of procurement authority.

Lundy has not shown that our prior decision contains any error of law, nor has it presented any facts which we did not previously consider, as required by our Bid Protest Procedures, 4 C.F.R. § 21.9 (1981).

The request for reconsideration is denied.

Finally, notwithstanding our March 4 decision and this resolution of the reconsideration request, we have referred the Astronautics file to our audit staff for its review, pointing out the unusually long term and open-ended provisions of the contract, as well as the fact that it has been modified more than 50 times.

for 
Comptroller General
of the United States